

**REMARKS**

**I. STATUS OF THE CLAIMS**

New claim 13 is added herein. Support for the new claim is found, for example, on page 17, line 3 through page 19, line 21, of the application.

In view of the above, it is respectfully submitted that claims 1-13 are currently pending.

**II. RESTRICTION**

Page 2 of the Office Action indicated that claims 8-36 are directed to an independent and distinct invention. However, the present application only contains 12 claims and the Applicant believed the restriction requirement to be erroneous. The Examiner confirmed in a telephone conversation on July 2, 2007 that the restriction was made in error. Accordingly, the Applicant respectfully requests that the restriction requirement be withdrawn.

**III. REJECTION OF CLAIMS 1-12 UNDER 35 U.S.C. § 102(e) AS BEING ANTICIPATED BY CAROTHERS (U.S. PUBLICATION NO. 2002/0069117)**

Claim 1 recites requesting to purchase the commodity from a second marketplace having a mediation contract with the first marketplace. Claims 9-12 recite somewhat similar features. Carothers fails to disclose the above features and the Applicant traverses the rejection below.

Carothers discusses a system and method for conducting electronic transactions via a peer-to-peer electronic marketplace. See paragraph [0001], of Carothers. The peer-to-peer electronic marketplace comprises a plurality of member systems and a market administrator that supports transactions between a first and a second member system. See paragraph [0010], of Carothers. The Office Action states that Fig. 2 of Carothers "depicts the peer-to-peer marketplace with includes by definition not just two (or a second marketplace) but an infinite number of marketplaces." See pages 4 and 5, of the Office Action.

However, Carothers explicitly discloses that Fig. 2 is "a conceptual overview of an electronic marketplace 38." See paragraph [0059], of Carothers. Per the above, the electronic marketplace discussed in Carothers includes member systems and at least one market administrator/system configured to allow users to conduct on-line transactions directly with one another in a secure environment. See also page 3, paragraph [0050], of Carothers. A member system as described in Carothers could choose to reject offers, negotiate with other member systems, or accept a particular offer. See paragraph [0060], of Carothers. Such member

systems participate in the electronic marketplace – they do not constitute marketplaces in and of themselves. As such, Carothers only describes a single electronic marketplace. Further, while Carothers discusses that a single marketplace may comprise two markets, which may be, for example, a “meat market and distribution market”, Carothers does not disclose multiple marketplaces. See Fig. 5 and paragraph [0106], of Carothers. Conversely, claim 1 recites a first **and** second marketplace.

Further, the member systems conduct transactions among themselves without passing through the administrator. See paragraph [0060], of Carothers. Only once the transaction is completed is it communicated to the market administrator. See *Id.* As such, the market administrator only becomes involved when the transaction is complete and does not “mediate” anything.

Claim 1 additionally recites that the first marketplace guarantees to the second marketplace the credit of the purchaser via the attached credit guarantee, when the desired commodity is not found in the first marketplace or a desired condition for the purchase of the commodity is not met. Carothers also does not disclose that a first marketplace guarantees the credit of a purchaser to the second marketplace when a commodity is not found in the first marketplace. Not only does Carothers fail to disclose a second marketplace per the above, but also the cited art is silent as to taking any action when a commodity is not found in a first marketplace.

Claim 1 further recites attaching a credit guarantee to the requesting purchaser for the commerce transaction. Carothers is silent as to attaching a credit guarantee to a requesting purchaser. In fact, the word guarantee does not appear in Carothers.

Claim 1 also recites that the purchaser is not a contract member of the second marketplace. Carothers does not disclose that a purchaser can use a marketplace with which he or she is not a contract member. Thus, Carothers fails to anticipate claim 1 under 35 U.S.C. § 102(e).

The above comments are specifically directed to claim 1. However, it is respectfully submitted that the comments would be helpful in understanding various differences of various other claims over the cited reference.

In view of the above, it is respectfully submitted that the rejection is overcome.

**IV. NEW CLAIM**

New claim 13 is added herein. Claim 13 recites that the purchaser sends a cost estimation request for the commodity to the first marketplace, and if the commodity is not found in the first marketplace, the cost estimation request is sent to the second marketplace, and if the commodity is found in the second marketplace, a cost estimate for the commodity is sent to the purchaser. Thus, Carothers fails to disclose the features of claim 13.

**IV. CONCLUSION**

In view of the above, it is respectfully submitted that the application is in condition for allowance, and a Notice of Allowance is earnestly solicited.

If there are any additional fees associated with filing of this Amendment, please charge the same to our Deposit Account No. 19-3935.

Respectfully submitted,

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